for hire of a watch which the owner, upon the advice of a salesman, had placed in a designated drawer. The latter case probably overrules or modifies the earlier case of *Goff* v. *Wanamaker*, 25 Wkly Notes Cas. 358, in which plaintiff was not permitted to recover $275 stolen from his vest, which had been placed upon a counter at the salesman's direction. But in *Rea* v. *Simmons*, 141 Mass. 561, where the customer's pocket-book and other belongings were stolen from a dressing-room where he had left his clothing at the salesman's request, judgment was rendered for defendant. The merchant's liability, in cases where he is held liable, seems to be that of a bailee for hire, the hire being his chance of profit from the transaction, *Woodruff* v. *Painter*, supra. It is therefore a mutual benefit bailment and requires ordinary diligence on the part of the bailee, STORY ON BAILMENTS (6th Ed.) § 23. No other cases have been found which involve the same state of facts, but the following have a general bearing upon the matter of bailments accomplished as incidents to the carrying-on of certain businesses. A barber is liable for the theft of a hat placed by a customer upon a hat-rack in the shop, *Dilberto* v. *Harris*, 95 Ga. 571, 23 S. E. 112; but not for the loss of an overcoat hung up by the owner on a peg when the proprietor had provided a closet for customers' wraps, *Trowbridge* v. *Schriever*, 5 Daly 11. A bathing-house manager is bound to exercise due diligence in caring for patrons' effects. *Levy* v. *Appleby*, 1 City Ct. R. 252; *Bird* v. *Everard*, 23 N. Y. Supp. 1008; so, too, the keeper of a restaurant; *Simpson* v. *Rourke*, 34 N. Y. Supp. 11; *Buttman* v. *Dennett*, 30 N. Y. Supp. 247; but see *Carpenter* v. *Taylor*, 1 Hilt. 193. A theater proprietor is not liable, however, for the loss of an overcoat left on a hook in a theater box, *Pattison* v. *Hammerstein*, 39 N. Y. Supp. 1039. Nor is a merchant responsible for a customer's pocketbook which disappeared from a counter in his store, no one connected with the store having seen same, *Powers* v. *O'Neill*, 34 N. Y. Supp. 1007. After the fact of the bailment has been established it rests with the plaintiff to show by a preponderance of evidence that defendant was negligent. GODDARD'S OUTLINES, BAILMENTS AND CARRIERS, § 17, and cases there cited.

BILLS AND NOTES—DESIGNATION OF AMOUNT—MARGINAL FIGURES.—The amount of a note was left blank in the body of the note, but was stated both in figures and in writing in the upper margin. In an action thereon by the payee, *Held*, such an instrument is not a promissory note upon which there may be a recovery. *Chestnut* v. *Chestnut* (1905), — Va. —, 52 S. E. Rep. 348.

This holding seems to be in accordance with the weight of authority. *Hollen* v. *Davis*, 59 Ia. 444; *Smith* v. *Smith*, 1 R. I. 398; DANIEL NEGOT. INSTR., §§ 86, 86a. In *Strickland* v. *Holbrooke*, 75 Cal. 268, the contrary view is taken upon the theory that it is immaterial whether the amount follows or precedes the words of promise. In the other cases the view seems to be that the marginal figures are not a part of the instrument itself but are intended merely as aids to remove ambiguities. *Bank* v. *Hyde*, 13 Conn. 279; *Garrard* v. *Lewis*, 10 Q. B. Div. 30; *Hollen* v. *Davis*, supra; *Merritt* v. *Boyden*, 191 Ill. 136; *Prim* v. *Hammel*, 134 Ala. 652. The sum in the margin is generally considered the limit of the amount with which a bona-fide holder may fill up the blank, *Bank* v. *Hyde*, supra; and when completed such a bona-

fide holder may enforce the instrument at law. *Frank* v. *Lilienfeld,* 74 Va. 377; *Prim* v. *Hammel,* 134 Ala. 652.

BILLS AND NOTES—SUFFICIENCY OF PLAINTIFF'S TITLE.—Action on a note payable to one C and by him indorsed to plaintiff. The latter indorsed in blank before maturity and placed the note in a bank, notifying the defendant to pay it there. Defendant contends that plaintiff cannot sue as the legal title is in the bank. *Held,* plaintiff can recover. *Hughes* v. *Black* (1905), — Ala. —, 39 So. Rep. 984.

The blank indorsement of a note gives to the holder a prima facie legal title upon which a suit may be based. *Bank* v. *Wofford,* 71 Miss. 711; *Berney* v. *Steiner,* 108 Ala. 111; *Curtis* v. *Sprague,* 51 Cal. 239. The burden of proof is on the defendant to show want of title in the plaintiff. *Shaw* v. *Jacobs,* 89 Ia. 713; *Berney* v. *Steiner,* 108 Ala. 111; *Anniston* v. *Furnace Co.,* 94 Ala. 606.

BILLS AND NOTES—RIGHTS OF AN ACCOMMODATION MAKER.—In an action by the accommodation maker of a note, who had been compelled to pay it, against the indorsers (the accommodated parties), the defense was that the written instrument could not be varied by parol. *Held,* parol evidence is admissible to show plaintiff's true relation to the transaction. *Morgan* v. *Thompson et al.* (1905), — N. J. —, 62 Atl. Rep. 410.

The suit is really one to recover money paid for the use of the defendants. One who makes a note for the accommodation of another can, after having been compelled to pay the same to a bona fide holder, recover the amount paid from the party accommodated. *Peale* v. *Addicks,* 174 Pa. St. 543; *Burton* v. *Slaughter,* 26 Gratt. 914; *Martin* v. *Muncy,* 40 La. Ann. 190. This because under the negotiable instruments law evidence is admissible to show that, as between themselves, the indorsers of a note have agreed as to their liability otherwise than appears from the order of their indorsements. P. L. N. J., 1902, p. 596, § 68.

CARRIERS—LIABILITY OF STEAMSHIP COMPANY FOR LOSS OF PASSENGER'S BAGGAGE.—Plaintiff's assignor was a steamship passenger from Italy to New York. While the ship was lying in the harbor of Naples he went ashore, leaving his state-room door unlocked, and remained away several hours. Upon his return he found the door open and that jewelry to the amount of $225 had been stolen in his absence. Upon proof that the steward had been in the state-room after the plaintiff left, had noticed the jewelry, but had not locked the door, it was *held* that defendant company was guilty of negligence and liable for the amount claimed. *Hart* v. *North German Lloyd Steamship Company* (1905), 95 N. Y. Supp. 733.

Steamship companies, partaking as they do of the nature both of inn-keepers and of common carriers, yet differing from both, are placed in a peculiar position as to their liability for the theft of the personal belongings of passengers. The strict rule of the inn-keeper's liability would make them responsible for all losses not the direct result of the act of God, a public enemy or the guest's own negligence, *Hulett* v. *Swift,* 33 N. Y. 571, 88 Am. Dec. 405. This rule was applied in *Adams* v. *New Jersey Steamboat Co.,* 151